

BILL NO. S-88-12 -02

SPECIAL ORDINANCE NO. S-18588

AN ORDINANCE approving the awarding of Reference #1348 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Badger Uniforms for the Fort Wayne Police Department.

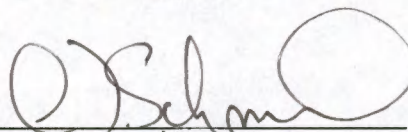
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1348 between the City of Fort Wayne, by and through its Department of Purchasing and Badger Uniforms for the Fort Wayne Police Department, respectfully for:

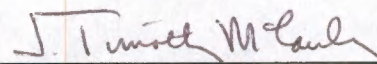
the purchase of 38+/- uniforms for new hire personnel for the Fort Wayne Police Department;

involving a total cost of Thirty-Two Thousand Nine Hundred Fifteen and 60/100 Dollars (\$32,915.60), all as more particularly set forth in said Reference #1348 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



REFERENCE NO. 1348  
POLICE DEPT  
UNIFORMS/EQUIPMENT

DESCRIPTION	PUBLIC SAFETY		BADGER UNIFORMS
WINTER SHIRT	\$26.80		\$44.95
SUMMER SHIRT	\$24.47		\$42.95
UNIFORM PANTS	\$54.33		\$64.00
WOMENS SLACKS	\$54.33		\$64.00
DUTY JACKET	\$96.00		\$110.00
RAINCOAT	\$51.33		\$54.50
WOMENS RAINCOAT	\$51.33		\$54.50
GARRISON TYPE HAT	\$18.33		\$18.45
FEMALE HAT SPEC.	\$18.33		\$18.45
ALCAN TYPE HAT	\$8.33		\$8.95
AMERICAN FLAG PATCH	\$0.60		\$0.85
TRAFFIC SAFETY VEST	N/B		N/B
	LEATHER	CLARINO	LEATHER CLARINO
S & W B-501	\$33.73	\$35.86	\$42.75
SAFARILAND 370	\$13.10	\$14.50	\$18.45
HKS 10-A	\$5.35	N/B	\$7.00
HUME B-101-A	\$28.30	\$32.25	\$38.00
HUME C-303	\$12.45	\$14.00	\$17.00
HUME S-502-1	\$1.49	\$2.14	\$3.00
MONADNOCK	N/B	N/B	\$8.95
MONADNOCK	N/B	N/B	\$39.00
MONADNOCK	N/B	N/B	\$3.00
EQUIPMENT			
HANDCUFFS	\$16.41		\$19.00
WHISTLE	\$2.60		\$2.50
WHISTLE CHAIN	\$3.23		\$3.50
NAME PLATE	\$4.95		\$6.50
SHIRT BUTTONS	\$0.39		\$4.00

INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET-ROOM 350  
PHONE 219-427-1101

BID OPENING DATE NOVEMBER 10, 1988 @ 11:00 AM BID REFERENCE # 1348

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350,  
CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE  
OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE  
BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF  
THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER  
11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR CITY OF FORT WAYNE POLICE  
UNIFORMS AND EQUIPMENT

AND REQUESTED BY CITY OF FORT WAYNE POLICE DEPT

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUEST-  
ED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.  
THIS BID REQUIRES A            100% PERFORMANCE BOND OF SUCESSFUL  
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: NET %  
IF PAID WITHIN 30 DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA  
STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFI-  
CATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE  
TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS  
AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE  
BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A  
PERIOD OF NINETY (90) DAYS.

FIRM NAME Badger Uniforms  
STREET ADDRESS Box 600  
CITY Fort Wayne IN 46801  
BY [Signature] PHONE 414-634661  
REPRESENTATIVE SIGNATURE  
President



12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

~~XXXX~~ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.



## SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ (see pg. BP-1). (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

AS REQUESTED

/XX/ 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 35.00 per day\*as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

\*Per occurrence

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the



6. Responsibility for Supplies. Except as otherwise provided in this contract, the contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point regardless of the point of inspection. After delivery to the City at the designated point and prior to the acceptance by the City or rejection and giving notice thereof by the City, the City shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of the officers, agents or employees of the City acting within the scope of their employment. The contractor shall bear all risk as to rejected supplies after notice of rejection except that the City shall be responsible for the loss or destruction, or damage to the supplies only as such loss, destruction, or damage results from the gross negligence of officers, agents, or employees of the City acting within the scope of their employment.

7. Notice of Delays. Should the contractor encounter delays in performance which may be excusable under the clause of General Provisions entitled "Termination For Default", he shall as a condition precedent to being relieved from liability for actual damages, liquidated damages and/or excess costs, notify the City Purchasing Agent in writing of the causes of any such delay immediately upon the beginning of the delay. As soon as possible after receipt of the contractor's notice of delay, the City Purchasing Agent will ascertain the facts and the extent of the delay, and extend the time for performance when in his/her judgment the facts justify such an extension. His/her findings of fact thereon shall be final and conclusive on the parties thereto, subject only to appeal within 30 days under the "Disputes" clause of this contract.

8. Design, Workmanship, and Materials. Equipment and/or supplies furnished under this contract shall be the latest design, as the same is now in production by the manufacturer. All materials used in the items furnished under this contract shall be new. Workmanship shall be of the highest quality and materials must be free of imperfections.

9. Shipping Provisions. All items shall be delivered F.O.B. destination unless otherwise stated. All costs of transportation from the shipping point or points to the destination shall be paid by the contractor and included in the price offered for furnishing the supplies. Full responsibility for all damages in transit shall be borne by the contractor.

~~XXXXX~~ 10. Warranty. The contractor fully warrants all supplies for one year after acceptance by the City and shall repair any defects or problems occurring during that one year and resend or replace any supplies if repair is not feasible or convenient for the City.



# SPECIFICATION QUESTIONNAIRE

## BIDDERS PROPOSAL - TO BE COMPLETED BY THE BIDDER

THE FOLLOWING MAY BE ANSWERED IN THE AFFIRMATIVE IF APPLICABLE; THUS "AS SPECIFIED". OTHERWISE, DEVIATIONS MUST BE SHOWN.

<u>WINTER SHIRT</u>	<u>AS SPECIFIED</u>	<u>DEVIATIONS</u>
A. FABRIC	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
B. CONSTRUCTION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
C. COLLAR	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
D. YOKE	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
E. POCKETS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
F. FLAPS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
G. SHOULDER STRAPS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
H. BADGE SUPPORT	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
I. SLEEVES	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
J. BOTTOM (TAILS)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
K. BUTTON HOLES	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
L. BUTTONS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
M. THREADS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
N. LININGS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
O. SIZES (FINISHED)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
P. COLOR	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
Q. ZIPPER	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
R. EYELETS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
S. EMBLEMS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____

SUMMER SHIRTS

A. FABRIC	YES <u>X</u> NO _____	_____
B. CONSTRUCTION	YES <u>X</u> NO _____	_____
C. COLLAR	YES <u>X</u> NO _____	_____
D. YOKE	YES <u>X</u> NO _____	_____
E. POCKETS	YES <u>X</u> NO _____	_____
F. FLAPS	YES <u>X</u> NO _____	_____
G. SHOULDER STRAPS	YES <u>X</u> NO _____	_____
H. BADGE SUPPORT	YES <u>X</u> NO _____	_____
I. SLEEVES	YES <u>X</u> NO _____	_____
J. BOTTOM (TAILS)	YES <u>X</u> NO _____	_____
K. BUTTON HOLES	YES <u>X</u> NO _____	_____
L. BUTTONS	YES <u>X</u> NO _____	_____
M. THREADS	YES <u>X</u> NO _____	_____
N. LININGS	YES <u>X</u> NO _____	_____
O. SIZES (FINISH)	YES <u>X</u> NO _____	_____
P. COLOR	YES <u>X</u> NO _____	_____
Q. ZIPPER	YES <u>X</u> NO _____	_____
R. EYELETS	YES <u>X</u> NO _____	_____
S. EMBLEMS	YES <u>X</u> NO _____	_____

UNIFORM PANTS

A. PANTS	YES <u>X</u> NO _____	_____
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WOMENS SLACKS

A. PANTS	YES <u>X</u> NO _____	_____
B. WAISTBAND	YES <u>X</u> NO _____	_____



DUTY JACKET

A. FABRIC	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
B. DESIGN	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
C. BODY DETAIL	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
D. SLEEVES	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
E. POCKETS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
F. COLLAR	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
G. EPAULETS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
H. BADGE TAB	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
I. BUTTONS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
J. ZIPPER	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
K. THREAD	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
L. FINISHING	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
M. SIZE TAG	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
N. EMBLEMS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____

RAINCOAT

A. MATERIAL	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
B. MENS SIZES	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____

WOMENS RAINCOAT

A. MATERIAL	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
B. WOMENS SIZES	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____

GARRISON TYPE HAT

A. MATERIAL	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
B. STYLE	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____
C. FRAME	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	_____



GARRISON TYPE HAT CON'T

D. CHIN STRAP YES ☒ NO \_\_\_\_\_

E. SHIELD HOLE YES ☒ NO \_\_\_\_\_

FEMALE HAT SPECIFICATIONS

A. MATEREIAL YES ☒ NO \_\_\_\_\_

B. STYLE YES ☒ NO \_\_\_\_\_

C. FRAME YES ☒ NO \_\_\_\_\_

D. SHIELD HOLE YES ☒ NO \_\_\_\_\_

AMERICAN FLAG PATCH

A. PER SPEC'S YES ☒ NO \_\_\_\_\_

TRAFFIC CONTROL

A. PER SPEC'S YES ☒ NO \_\_\_\_\_

N/A

LEATHER OR CLARINO

A. SMITH & WESSON  
B-501 CORFAM YES ☒ NO \_\_\_\_\_

B. SAFARILAND 370 YES ☒ NO \_\_\_\_\_

C. HKS 10-A YES ☒ NO \_\_\_\_\_

D. HUME B-101-A YES ☒ NO \_\_\_\_\_

E. HUME C-303 YES ☒ NO \_\_\_\_\_

F. HUME S-502-1 YES ☒ NO \_\_\_\_\_

G. MONADNOCK YES ☒ NO \_\_\_\_\_

H. MONADNOCK YES ☒ NO \_\_\_\_\_

I. MONADNOCK YES ☒ NO \_\_\_\_\_



EQUIPMENT

A. HANDCUFFS

YES ☒ NO ☐

\_\_\_\_\_

B. WHISTLE

YES ☒ NO ☐

\_\_\_\_\_

C. WHISTLE CHAIN

YES ☒ NO ☐

\_\_\_\_\_

D. NAME PLATE

YES ☒ NO ☐

\_\_\_\_\_

E. SHIRT BUTTONS

YES ☒ NO ☐

\_\_\_\_\_



BIDDERS PROPOSAL PRICE - TO BE COMPLETED BY THE BIDDER

PRICES ARE BASED ON THE SPECIFICATIONS AS OUTLINED IN THIS INVITATION TO BID, AND ARE TO BE SUBMITTED "TAILORED TO INDIVIDUAL FIT" ONLY. ALL GARMENTS AND ACCESSORIES ARE GUARANTEED BY THE CONTRACTOR TO FIT SATISFACTORILY. PRICES LISTED ARE TO BE F.O.B. FORT WAYNE, INDIANA. ALL ORDERS ARE TO BE COMPLETED BEFORE SHIPPING, PARTIAL ORDERS WILL NOT BE ACCEPTED. ORDERS ARE TO BE DELIVERED WITHIN EIGHT (8) WEEKS AFTER RECEIPT OF ORDER. IN THE EVENT THAT THERE IS A DELAY IN THE DELIVERY OF THE ITEMS, THE LIQUIDATED DAMAGE PROVISION, AS STATED ON PAGE S-1, WILL BE IMPOSED. PRICES MUST BE HELD FIRM UNTIL THE END OF THE TERM OF AGREEMENT WHICH WILL BE DECEMBER 31, 1989.

DESCRIPTION	EST. QTY	UNIT COST
WINTER SHIRT	40 +/-	\$ <u>44.95*</u>
SUMMER SHIRT	40 +/-	\$ <u>42.95*</u>
UNIFORM PANTS	40 +/-	\$ <u>64.00</u>
WOMENS SLACKS	40 +/-	\$ <u>64.00</u>
DUTY JACKET	40 +/-	\$ <u>110.00</u>
RAINCOAT	40 +/-	\$ <u>54.50</u>
WOMENS RAINCOAT	40 +/-	\$ <u>54.50</u>
GARRISON TYPE HAT	40 +/-	\$ <u>13.45</u>
FEMALE HAT SPEC.	40 +/-	\$ <u>13.45</u>
ALCAN TYPE HAT	40 +/-	\$ <u>8.95</u>
AMERICAN FLAG PATCH	40 +/-	\$ <u>.35</u>
TRAFFIC CONTROL SAFETY VEST	40 +/-	\$ <u>N/A</u>

\* Stock Polyester Shirt

Long Sleeve -- \$37.95  
Short Sleeve -- 35.95



PRICES ARE BASED ON THE SPECIFICATIONS AS OUTLINED IN THIS INVITATION FOR BID. THE USE OF BRANDS OR NUMBERS ARE GIVEN FOR PURPOSE OF IDENTIFICATION ONLY.

DESCRIPTION	EST.QTY	MAKE AND MODEL NO.	LEATHER PRICE	CLARINO (CORFAM)
A. S & W B-501	40+/-	S&W 501	\$	\$ 42.75
B. SAFARILAND 370	40+/-	Safariland 370	\$	\$ 18.45
C. HKS 10-A	40+/-	HKS 10A	\$	\$ 7.00
D. HUME B-101-A	40+/-	Hume B101A	\$	\$ 33.00
E. HUME C-303	40+/-	Hume C303	\$	\$ 17.00
F. HUME S-502-1	40+/-	Hume S502-1	\$	\$ 3.00
G. MONADNOCK	40+/-	SPR HE C/BK	\$	\$ 8.95
H. MONADNOCK	40+/-	PR 24 STS	\$	\$ 39.00
I. MONADNOCK	40+/-	Persuader 5½"	\$	\$ 3.00

#### EQUIPMENT

A. HANDCUFFS	40+/-	S&W	\$	\$ 19.00
B. WHISTLE	40+/-	Gemco	\$	\$ 2.50
C. WHISTLE CHAIN	40+/-	Gemco	\$	\$ 3.50
D. NAME PLATE	40+/-	Reeves	\$	\$ 6.50
E. SHIRT BUTTONS	40+/-	Waterbury	\$	\$ 4.00

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Badger Uniforms  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

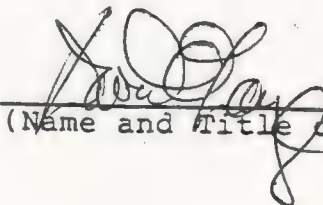
WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Badger  
Uniforms, that IT  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 4th day of November, 1988.

BADGER UNIFORMS  
(Name of Bidder/Vendor)

  
\_\_\_\_\_  
David O. Lange, President  
(Name and Title of Person Signing)



# BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

Date: Nov 4, 1988

1. Governmental Unit: Fort Wayne Police

2. County: Allen

3. Bidder (Firm): Badger Uniforms

Address: Box 608

City/State: Racine, WI 53401

4. Telephone Number: 414-634-6612

5. Agent of Bidder (If applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to Fort Wayne Police (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

[Signature]  
Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
                          ) SS:  
\_\_\_\_\_) COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

BADGER UNIFORMS  
Bidder (Firm)

[Signature]  
Signature of Bidder or Agent

Subscribed and sworn to before me this 4th day of NOVEMBER, 1988.

My Commission Expires: January 27, 1991

County of Residence: RACINE

Alvin R. Madisen  
Notary Public

ALVIN R. MADISEN  
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Read the first time in full and on motion by Redman, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 12-13-88

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG				<u>✓</u>
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 12-27-88

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. A-185-88

on the 27th day of December, 1988,

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL Thomas P. Henry  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 1988, at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 5th day of January, 1989, at the hour of 2:50 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR



DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

*J-ff-12-02*

DEPARTMENT REQUESTING ORDINANCE: FORT WAYNE POLICE DEPARTMENT

SYNOPSIS OF ORDINANCE:

AN ORDINANCE APPROVING THE AWARD OF REFERENCE NO. 1348 TO BADGER UNIFORM TO PROVIDE UNIFORMS FOR 38 +/- NEW HIRE PERSONNEL FOR THE FORT WAYNE POLICE DEPARTMENT. THE COST REFLECTS THE MOST RESPONSIBLE OF (2) BIDDERS.

EFFECT OF PASSAGE:

NEW HIRE AND COMMISSIONED POLICE OFFICERS WOULD BE IN UNIFORM AS REQUIRED FOR PATROL OFFICERS.

EFFECT OF NON-PASSAGE:

NEW HIRE AND COMMISSIONED POLICE OFFICERS WOULD NOT BE IN UNIFORM AS REQUIRED FOR PATROL OFFICERS.

MONEY INVOLVED:

BADGER UNIFORM 38 +/- UNIFORMS FOR A TOTAL OF \$32,915.60

SOURCE OF FUNDING:

010-014-OFFC-4138

ASSIGNED TO COMMITTEE:

BILL NO. S-88-12-02

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the  
awarding of Reference #1348 by the City of Fort Wayne, Indiana,  
by and through its Department of Purchasing and Badger  
Uniforms for the Fort Wayne Police Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

YES

NO

Donald J. Schmidt  
CHAIRMAN

Charles B. Redd  
VICE CHAIRMAN

Samuel J. Talarico  
SAMUEL J. TALARICO

James S. Stier  
JAMES S. STIER

Janet G. Bradbury  
JANET G. BRADBURY

CONCURRED IN 12-27-88

Sandra E. Kennedy  
Sandra E. Kennedy  
City Clerk